THE KING OF FRAUDS.

How the Credit Mobilier Bought its Way Through Congress.

COLOSSAL BRIBERY.

Congressmen who Have Robbed the People, and who now Support the National Robber.

HOW SOME MEN GET FORTUNES.

Princely Gifts to the Chairmen of Committees in Congress.

From 2.000 to 3.000 Shares Each to Henry Wilson, Schuyler Colfax, George S. Bout-well, John A. Bingham, James A. Gar-

way, that the Union Pacific Railroad was a grantic steal. The subsidies in bonds alone given it by the Government were sufficient to build and equip the road. Yet, in addition to this, Congress passed an act allowing the com-pany to issue first mortgage bonds, and compel-

scribed for 250 shares-\$250,000 worth-of the stock of the Credit Mobiller of America for one H. G. Fant, then of Richmond, Va., now of Washington, D. C. He gave his draft on the draft, and thus threw the load on McComb. Mr. McComb knew there was a big thing in it. and he had the cash to spare, so he agreed t culty at the time about an imperfect power of rected the President was out West and there was no certificates signed. Before the President returned he had been deposed by another faction headed by Ames, and the stock had become so valuable that they determined to cheat McComb out of his stock. He demanded It time and again, but the Ames faction would not let him have it. He then threatened to bring suit. This made them tremble and promise fair but never brought them to terms. They ex plained to him that it had been necessary to use all of his 250 shares and a great deal more to keep certain members of Congress right, and told him that he had been benefited thereby and ought to bear his proportion of the loss. This explanation seems only to have increased Mcwith him. He had adroitly drawn two letters and several verbal statements from Oakes Ames, explaining how he had distributed the stock among the prominent members of Congress and he determined to use this information to bring Ames and his faction, who are still controlling the company, to terms. Accordingly, in 1869, he filed his bill in equity in the Supreme Court of Pennsylvania After a great deal of manouvring the course

SUN's million of readers. The Testimony.

testimony in the case. A Wilson Norris of Phil adelphia was appointed, and the testimony of McComb has thus far been taken. By the most

in my hands, and I hasten to lay it before The

Henry S. McComb vs. The Credit Mobilier of America, Sidney Dillon, John B. Alley, Rowland G. Hazard, Charles M. Griskey, Oliver W. Barnes, Thomas Rowland, Paul Rohl, Jr., Oakes Ames. S. Williams, Benedict Stewart, John Duff, and Charles M. Hall. Supreme Court, in Equity, Eastern District, January Term. 1869, No. 19. In pursuance of this appointment, the examiner in the above-mentioned case had a meeting at his Philadelphia, on Monday, the 12th day of June 1871, where he was attended by James E. Gowen and Samuel G. Thompson, Esqs., for complainant, Richard McMurtrie for defendants Henry S. McComb, being called and duly sworn, testified as follows:

Testimony of Henry S. McComb.

(Direct examination by Mr. Gover.)—Q.—You reside at Wilmington, Delaware? A.—Ido. Q.—You are a stockholder in the corporation known as the Credit Mobilier of America? A.— You have been for several years? A.—Yes Q.—You have been for several years? An all subscription was made? A.—I think 1835. I don't recollect the exact date. I could have known definitely by referring to my certificate.

Q.—Where was their office at that time? A.—The principal office in name has always been in Philadelphia. The principal office in fact was in New York. New York.

Q.—The books were kept in New York? A.—
The books were kept there and the business was done there. Q.—The officers stayed there? A.—Yas. sir.

The men that did the business of the company stayed in New York, and the books of the company remained in New York.
Q.—You are acquainted with Sidney Dillon?
A.—Yes, sir, very well.
Q.—You are acquainted with John B. Alley? A.—Slightly, Q.—Do you know Oliver M. Barnes? A.—Yes, sir.

The Directors in 1866. The Directors in 1866.

Q.—Do you happen to know who were the Directors of the Credit Mobilier of America in 1866. A.—Yes, sir.

Q.—Thomas C. Durant was a Director? A.—Yes, sir.

Q.—What office did he hold in 1866? A.—President.

Q.—James M. S. Williams; was he a Director at that time? A.—I think he was.

Q.—Benedict Stewart and Charles M. Hale; do you know them? A.—I think I know Mr. Stewart and Mr. Duff.

Q.—They reside in Philadelphia? A.—One of them does.

ecollection.
That was agreed to, was it not? A.—That greed to. They accepted it as cash. Mr. considered that as good as cash.
Provided, that you would stand in the time? A.—Oh no. I never did that in any stock I ever had.
Q.—How much stock had you before? A.—I think I had 600 shares—500 or 600 shares.
Q.—In taking that you had not signed any subscription book? A.—I never signed any subscription book from beginning to the end of any stock I ever had. I have now \$51 shares.
Q.—Do you know of a subscription book being there? A.—I never saw it and never heard of it.
Q.—Did you not take an active part in this matter? Oh yes, sir. I was conversant with all its manipulations. The whole thing was organized by Thomas Durant, Cornellus Bushnell, and misself. We were the first subscribers to the Pacific Railroad.

Q.—You have spoken of the Pacific Railroad. This Credit Mobilier of America was a corporation that was organized for the purpose of constructing the Pacific Railroad, was it not? A.—Yes, sir; its name was changed by the instrumentality of George Francis Train and bought by the Pacific Railroad by the Credit Mobilier of America for the purpose of working in what was called the Inside Ring, and being relieved of responsibility—cover individual responsibility—to do it under an incorporated form. The idea of this was with those who went into it not to incur personal responsibility. is was with those who went into it not to in-repersonal responsibility. Q.—That was their idea? A.—Yes, sir; that was and no man who had a share of steek ounted to anything or got anything except his interest here in the Credit Mobilier of s his interest here in the Credit Mobilier of timerica.

Q.—So that whatever profit was realized was calized through being a stockholder of the ledit Mobilier of America? A.—Entirely so.

Q.—Did Mr. Crane make any memorandum or mirry of this transaction? A.—He wrote off methics while I was there. I was not noticing. I used frequently to visit the office.

Q.—You noticed he made some entry? A.—lie wrote off something in a book. I don't know what it was. After I had signed the draft he prened the book and began to enter. I don't know what it was for, whether it was for this or something else. thing else.

-Have you seen since any entry made in a r. A. - Yes, sir; I have seen the book.

Gowen-I suppose the book can be pro-

Mr. McMurtrie—I presume that or a copy of it.
Mr. McComb—I prefer to see the book.
Mr. McComb—I prefer to see the book.
Mr. Gowen—I will call for the book.
Mr. McMurtrie—I have given you a sworn opy of it. It is the cash book.
Mr. Gowen—The plaintif's counsel calls for the book, and here requests Mr. McMurtrie to roduce at the next meeting any book of the redit Mobilier of America containing an entry if a subscription made on the 3d of March. 1896, any book containing an entry of a subscription for 20 shares of the stock of the Credit toblier of America made on the 3d day of farch. 1896, by H. S. McComb on account of H.

The Entry. Q.—Do you remember, or have you any recollection of the nature of the entry? A.—I think it was "Capital stock Dr. to cash for this amount received for H. S. McComb in payment of subscription of 250 shares by H. G. Fant."

Q.—It was cash Dr. to capital stock? A.—Yes, sir. It was cash Dr. to capital stock for subscription of 250 shares. It was made in the regular way. hat was said about presenting the draft?

.—What was said about presenting the draft?
—To when?
To when?
The draft that you had given on H. G.
it? Was anything said on presenting this
ft to H. G. Fant? A.—When I signed the
ft I made a remark to Mr. Crane that he had
ter hold it for two or three days and immetoly write Mr. Fant, and then send it through
regular bank that the Credit Mobilier of
serica kept their account in in New York,
ich he agreed to do.

—What was the object of that? A.—Merely
t I had not agreed with Fant that I should
in my draft, but that the company should
be their own draft, and that he might have
ice that the draft was coming, so that if his
ness were at all out of sorts he could make
in good; \$25,000 is not a trifle to be passed by
ifferently. Q .- The object was to give him notice that

the draft had been drawn? A.—Yes, sir; and that he might provide for it.

Q.—To pay when it was presented? A.—Yes, sir; that was the idea.

Q.—Mr. Crans agreed to hold it? A.—Yes, sir; I said two or three days.

Q.—Now, will you please state, if you remember, what the stock of the company was selling for at that time? A.—I do not think there were any sales at that time, Very few. We were troubled for money and anxious to get subscribers.

Mr. Crane, and offered him the check and power of attorney. He acknowledged to me it was all right, and the tender all right, but Mr. Durant had then gone to Omaha, gone West.

Q.—What effect had that? A.—That he had no certificate of stock signed, and he could give me no certificate of stock signed, and he could give me no certificate of stock?

A.—No, sir. He did not offer me any certificate of the could give you no certificate of stock?

A.—No, sir. He did not offer me any certificate of transfer. He offered simply to receipt, as no certificates of stock were signed.

Q.—Did he make any objection to the offer?

A.—He proclaimed everything right and satisfactory, and that I should leave the check?

Q.—The check was a perfectly good check?

A.—Yes, sir, as good as the bank.

Q.—Mr. Crane knew your creumstances? A.—Yes, sir, He would take my check without any certification at all.

Q.—You would not let him have the check without the certificate? A.—No, sir.

Q.—You are a man of very considerable means? A.—I have enough to pay my debts.

Q.—Known to be such? A.—Yes, sir, and by everybody else that wanted to know the truth.

Q.—You declined to leave the check unless you got the stock? A.—Yes, sir.

Q.—Why did you decline to leave the check?

A.—Simply because Mr. Alley had traduced Mr.

Durant, and proclaimed him a thief, and a scoundrel, and a fraud, and that he had stolen the assets, and that nothing was safe. I was a little disposed to believe there was some truth in it. They proclaimed it so freely and fully I was a fraid to leave it, really, or I would have done it in a minute but for those stories.

Q.—You had no knowledge of your own to induce you to form any such opinion? A.—Nothing but what I heard Mr. Alley and Mr. Amessay of him, in denouncing Mr. Durant as having perverted the assets to his own individual use, and the stock hat he had got he had never paid for. It was openly and publicly spoken of by Mr. Alley and Mr. Amessay of him, in denouncing wr. Durant as having perverted the assets to his own i and unless they got him out the thing wa Then you left the office and went on to the e Mountains? A.-I left the office and off on the train. I do not recollect whether ne back home before I went on or not. I

I came back home before I went on or not. I was gone some months.

Q. There was nothing left undone? A.—
Nothing left undone. It was all done.

Q. There was nothing to do but for you to give the check and receive the certificate? A.—
The understanding I had was that when Mr. Durant came back I could have my certificate of stock. That was the understanding I went away with. I was not willing to take the risk if I had not the certificate; but if I had it, it would put me right in the company.

Q.—You went off with your family? A.—Subsequently I went to Boston, and was gone a week or two.

Q.—The matter remained in that condition until what time? When was the first difficulty raised about your getting this stock? A.—When I came back I think I did not go to the office of the company from perhaps June, 1866. I think I did not. I am not just certain now. I may have dropped in there once. I don't recoilect because I was in New York when I was at the White Mountains. Whether I went into the office or not. I cannot remember the facts. I know it was the last of Uctober or the following November when I came back again.
Q.—You think it was some time in October or November of 1866? A.—That is what I think, and then I think Mr. John L. King of Springfield was with me. I had promised him. He wanted some stock in the Credit Mobilier of America, and I had promised him this stock on the ground floor, glying with it its accretions.
Q.—Of these 250 shares? A.—A portion of them. I had promised him a portion of them. I had promised him a portion of them. I had promised him a portion of them astock, expecting to get the original stock with the accretions which this subscription would have carried, and I delivered out of my own stock what I agreed to give Mr. King, expecting these shares would come to me.

Mr. McMurtire—Did you fix the date of this interview? A.—I don't recollect the date of the interview. I have been like you. I have been away all the week, and only came home on Saturday night, and what I now know is from refreshing my recollection, as I have been out of my mind since I made my statement they ears ago nearly, when I made my statement they can be a dear of the made my statement they can be a dear of the made my statement they can be a dear of the made my statement they can be a dear of the made my statement they can be a dear of the made my statement they can be a dear of the made my statement they can be a dear of the made my statement they can be a dear of the made my statement they can be a dear of the made my statement they can be a dear of the made my statement they can be a dear of the made my

millions. My impression is that the stock of the company on the 3d of May, 1866, was \$16,000. From March to May it has been increased materially.

Q.—The 3d of May is no period. A.—The 3d of March, if you please, the stock amounted to \$16,000.

Q.—And the capital stock was \$25,000? A.—The first capital was a million.

g or looking at it, and did not use what was it difference was. I riways took what was didded to me in every form—everything—Inever refused at any time, from beginning to end, took mine; when I got home I found this took for Fant was not included; I did not know shy. They had not given it in the name of fant, as I still held the power of attorney for he transfer. When I came back I asked if I was not entitled to this increase of Fant's, and that I would like it. Then I was told there was not any for him, and that was the first tim I denounced the thing and made my issue. I was right after the time I made my issue. I was right after the time I made my issue. I was hold ing myself and expected to be called upon; in deed I never knew why they did not do it.

The First Discovery.

Q.—Up to that time your right had never been questioned? A.—Never in the world.
Q.—After this allotment had been made, then you called upon them? A.—Yes, sir.
Q.—And then you discovered that the 250 shares was not included in the allotment to you or in the allotment to Mr. Fant? A.—Yes, sir, exactly. Then it was I found about that time that they had verbally agreed, though not officially, upon apportioning this stock of to Mr. Ames. A party was in Washington giving him all the stock there was in the Treasury. Mr. Brooks in New York got fifty shares, I think; Gen. Doge got fifty, and the balance to Mr. Oakes Ames as trustee.
Q.—How was this paid for? A.—He paid for no more; got his bonds and everything, which was paid back again. It was no payment, any more than that. The First Discovery.

than that. Then it was after that allotment there was Q.—Then it was after that allotment there was a decided, clearly defined issue between you? A.—Yes, sir; right away, immediately. Q.—Did you at any other time make another tender of the amount? A.—I do not recollect the date, I think I got greenbacks legal tender, \$15,000, from the Park Bank. The man who went with me is still living. Q.—And then you tendered the \$45,000 in United States meenbacks and legal tender notes? A.—Yes, sir.
Q.—That was intended to pay for the 250 shares originally? A.—Yes, sir. It was to pay everything.

Adjourned to Monday, June 19, 11 A. M. ing the Hon, J. S. Black, Mr. James E owen, and Samuel G. Thompson for com lainant, and Henry S. McComb, complainant, and Richard McMurtrie for the defendant,

The Misssing Draft Not Produced. sion, nor is it in the mands of any chemes so as I can ascertain.

Mr. Gowen—Where is the draft for \$25,000.

By Mr. McComb—To the best of my knowl-ge and belief it is in the hands of some of the ople who are defendants in this case, who are e present managers of the Crédit Mobilier of

Roor, giving with it its accretions.

Q.—Of these 250 shares? A.—A portion of them. I had promised him a portion of them. I had promised him a portion of that stock, expecting to get the original stock with the accretions which this subscription would have carried, and I delivered out of my own stock what I agreed to give Mr. King, expecting these shares would come to me.

Mr. McMurtire—Did you fix the date of this interview? A.—I don't recollect the date of the interview. I have been like you. I have been away all the week, and only came home on Saturday night, and what I now know is from refreshing my recollection, as I have been called upon to-day. The thing has been out of my milind since I made my statement two years ago nearly, when I made my statement there.

How the Stock was Increased.

Mr. Gowen—When was that increase was made; there have been two increases made—there have been three increases. The first apportion ment of the Credit Mobilier was a million.

Q.—After this interview, which you also to remember now of what the stock consisted—of how many shares of stock subscribed? A.—I do not remember. It was under two lates the present managers of the Credit Mobilier of A.—A have each the draft since the day I signed it, on the desk, the day of March, 1836. I signed it at the desk, the day that Crane wrote it.

Q.—It never has been tendered? A.—I have not seen the draft since the day I signed it, on the desk, the day of March, 1836. I signed it at the desk, the day of March, 1836. I signed it at the desk, the day that Crane wrote it.

Q.—It never has been tendered? A.—I have not seen the draft since the day I signed it, on the dask day of March, 1836. I signed it at the desk, the day that Crane wrote it.

Q.—It never has been tendered? A.—I have not seen the draft since the day I signed it, on the desk that Crane wrote it.

Q.—The undersone the draft since the day I signed it at the desk that Crane wrote it.

Q.—The has been tendered? A.—I have not seen the draft since the day I signed it at the desk t

of America in relation to your stock? A.—Yes, sir.

Q.—Did they ever allege to you as a reason for not giving to you your stock that Mr. Fant had annulied the subscription before he had transferred the stock to you? A.—Never for one solitary instant.

Q.—Did ever any of the officers of the company tell you so? A.—No, not one—neither officer nor stockholder.

Q.—Do you remember when you have had conversations or controversies in reference to this matter, this claim, that they (the company) refused to recognize it? A.—Yes, sir.

Q.—Who were the parties? A.—Sidney Dillon.
Q.—Who is now Fresident? A.—Yes, sir, and was at that time when this controversey began.
Q.—Who else? A.—John B. Alley, one of the Executive Committee, and Rowland Hazard, and the Ameses, both of them, Oliver and Oakes.

Q.—Neither of them, as I understand you,

Q.—Did you have a list of the stockholders of this company furnished you some time in the year 1896? A.—Yes, sir; after Mr. Fant's subscription was recorded.
Q.—Who made out that? A.—Henry S. Crane, Assistant Treasurer.
Q.—Have you got it with you? A.—I have, sir. Q.—Will you be kind enough to produce it? A.—Yes, sir.

The witness here produced a list of the stock-bolders of the Credit Mobilier of America which holders of the Credit Mobilier of America, which is identified by the Legislature, dated March 3,

1865, in the handwriting of Mr. H. S. Crane, marked Exhibit No. I, A. W. N., a copy of which Q.—On the day of the date? A.—He gave me that the day the first check was tendered—the 22d of May. It was given as of that date to satisfy me that the subscription of Fant had been made. I asked for it, and saw that it had been made.

[Letter shown to witness.]

Crane's Letter.

Q.—Do you recognize that letter? A.—I do ecognize it. It is in the handwriting of Mr. Q.—Do you recognize that letter recognize it. It is in the handwriting of Mr. crane, the Treasurer.

Exhibit No. 2.—A certain letter marked Exhibit No. 2. A. W. N., which letter is dated April 13, 1867, at New York, and is addressed to H. S. McComb, Wilmington, and signed by H. C. Crane. Assistant Treasurer.

Witness resuming—This letter is in the handwriting of Mr. Crane, who is Assistant Treasurer of the Credit Mobilier of America, and it was sent to me by mail. I do not recollect the date.

O.—How did he come to write to you upon the

at to me by mail. I do not recollect the date, —How did he come to write to you upon the oject? A.—I had asked him to refresh his osilection in reference to certain facts in this ic, he being the party with whom the whole maction had been made. —At the time you received that letter had u stated your complaint to the officers of the dit Mobilier of America that you had not en allowed your dues? A.—I had talked with reput.

At the time this letter was written had you sentified to that stock, and had asked to thin refresh his recollection as to what was he books, and everything about it, to give it is in writing, and that was the substance of interview. My recollection is, it seems to I wrote to him about it.—That letter was received in the month of it, 1867; A.—I think it was received by mail equent to the time of its being written some

Letter offered in evidence marked Exhibit Aster offered in evidence marked Exhibit No. 2, A. W. N.]

Q. Then after the receipt of this letter, in the month of April, 1867—of course it was after that that you made the tender of the \$45,000—some time after? A.—Oh, yes, sir.

Q.—Have you got anything to show that date?
A.—I have a witness who was with me.
Q.—bo you remember the date? A.—I don't really remember the date.
Q.—Does the witness remember the date?
A.—I do not know about that.
Q.—When did you last see a list, or have you another list of stockholders of the company? A.—Yes, sir. I have two or three.
Q.—Who made that list out? A.—That was nade out by Mr. Ham.

More Lists.

More Lists.

The witness produced a copy of the list of stockholders, which is marked Exhibit No. 3, A. W. N., and says it is a copy of the list of stockholders, as the list appears on the books of the company. It is in the handwriting of Mr. Ham, who was successor to Mr. Crane, who was Assistant Treasurer of the Credit Mobilier of America. It was furnished to me about the time of the bringing of this suit, I think, or afterward—certainly some time after the date of February, 1867.

Mr. Gowen—Hoffer in evidence Exhibit No. 3, A. W. N.

The witness being shown another list says:

is the other, and shows 2,000 shares less stock is the months latter date than at the date. It only says 52,227 shares stock while in February previous there were some 5,000 shares.

List given in evidence and marked exhibit No. 4, A. W. N.

Onkes Ames's Shares,
Q.—Do you remember the date when Oakes
Ames was registered on the books of the company as a holder of the 250 shares of stock as
trustee? A.—I think the first day I ever recollect seeing it was early in 1867. I cannot fix the
date, because I had no reason or motive as far
as I then knew to fix the particular date, because the transaction did not occur to me at the
time I saw his name as trustee. My right to
this stock had not been disputed, and of course
there was nothing on my mind to make me feel
uneasy. I had no need to inquire into it, because I did not think it affected me in any way
at all.
Q.—You say the first time you first saw his
name appearing your right had not been dis-

Committee had made a contract for building a hundred miles or more of the Pacific Railroad with Herbert M. Hoxie.

O.—What year was that? A.—That was in 1863 or early in 1864. Subsequent to that time I was led to believe that the Pennsylvania Fiscal Acancy, which had been changed, or was about being changed to the Credit Mobilier of America in name, and had the same right; that the offices were to be in New York; that I, on Oct. 7, 1864, subscribed to \$100,000 of that stock, which was to be this concern when it was organized.

O.—Who else subscribed? A.—Thomas C. Durant subscribed \$600,000 worth of the stock, Cornelius C. Bushnell subscribed \$400,000 worth of the stock, and Charles A. Lambert to \$100,000 worth of the stock. That was the beginning.

Q.—That subscription was given when? A.—That was on Oct. 7, 1864. It was then the Credit Mobilier of America was formed, preparatory to changing it from the Pennsylvania Fiscal Agency, by its purchase by the parties who subsequently became the managers of the Credit Mobilier of America. It was by virtue of that subscription that I became a stockholder in the Credit Mobilier of America. It was by virtue of that subscription that I became a stockholder in the Credit Mobilier of America. That dated my subscription.

Q.—What business was the Credit Mobilie of

Credit Mobilier of America. That dated my subscription.

Q.—What business was the Credit Mobilie of America to do? A.—The Credit Mobilier charter was bought by the Union Pacific Railroad, or by the parties that organized it in New York, especially for the purpose of building the Pacific Railroad. The plan was that they should build the railroad and be sharers in the profits, and be rid of any personal liability, and though a corporation instead of an individual, it not being thought at that time capable for a board of directors to make a contract with themselves, but they could make it through a different corporation—different in name—and that the holders of the stock of the Credit Mobilie of America by virtue of that position received all the profits made in the building of the Pacific Railroad.

The Hoxic Contract.

The Hoxie Contract.

Q.—At the time your subscription was made in October, 1864, was this Hoxle contract in ex-istence? A.—Yes, sir. Q.—What became of the Hoxle contract? A. —It was transferred to the Credit Mobile of America.

Q.—What occame of the Hoxle contract? A.—It was transferred to the Credit Mobile of America.
Q.—Had any work been done under the Hoxle contract at that time? A.—Yes, sir.
Q.—Do you remember to what extent? A.—I do not. Perhaps a million of dollars or more had been expended; and there were considerable profits due to the Hoxle contract, which were transferred to the Credit Mobilier of America.
Q.—Was it transferred—the whole thing from the beginning? A.—Yes, sir.
Q.—They took charge of it as if they had been the original Directors? A.—Just exactly; and they built the road to the hundredth meridian—237 miles west of Omaha.
Q.—When did Oakes Ames and Oliver Ames and Alley—these three men—come into this? At the same time you did? A.—No, sir; they came in in 1865, some time.
Q.—They came in afterward? A.—In 1805 or 1866.
Q.—Have you got a copy of the Hoxle contract?

Have you got a copy of the Hoxie contract? Q.—Have you got a copy of the Hoxle contract?
A.—Yes, sir.
Q.—I asked you when Cakes Ames, John B.
Ames, and John T. Alley came in. A.—They
came in in the fall of 1885, I think. I thought I
had the date exactly. I have a paper, but it does
not give the date on it.
Q.—Who was President of it from 1864 to 1865?
A.—From 1864 to 1896, or early in 1867, it was
Durant.

A.—From 1894 to 1898, or early in 1897, it was Durant.
Q.—He was the main manager, was he not? A.
—Yes, sir; he was President.
Q.—Then the company was then engaged—the Credit Mobilier of America was engaged in the construction of the Pacific Railroad under the Hoxie contract until that time? A.—Until that was changed. There had been a contract made by Mr. Durant, which these people claimed was offered to a man by the name of Gezner, called the Gezner contract.

The Gezner Contract.

Q.—Can you fix any date for that? A.—That was made between 1885 and 1885. Some time in 1886. Then there was a contract made.
Q.—There was a contract made some time in the summer of 1886 called the Gezner contract? A.—Yes, sir. A.—Yes, sir.
Q.—Was that contract made with the Union Pacific Railroad, or what was it? A.—Mr. Durant made that contract as Vice-President of the Union Pacific Railroad Company and Presisted of the Credit Mobilier of America. He made it as he always alleged for the Credit Mobilier of America.
Q.—It was intended to supersede the Hoxle contract? A.—It was beyond the hundredth meridian. contract? A.—It was beyond the hundredth meridian.

Q.—Then it did not interfere with the Hoxie contract? A.—No, sir. The Hoxie contract was finished and completed under the Credit Mo billier Company's management.

Q.—This Gezner contract did not relate to any part of the Hoxie contract, but we's for building the road beyond the hundredth meridian? A.—I think so.

Q.—At all events that contract was not executed? A .- It did not supersede the Hoxie con-

cuted? A.—It did not supersede the Hoxle contract.

Q.—It was not executed at all? A.—No, sir; it was disapproved of by the board, because they alleged the Hoxle contract covered it.

Q.—When the Gezner contract intended to be a contract which the Credit Mobilier was to take? A.—Yes, sir; that was Durant's statement to the board. It was made for the benefit of the Credit Mobilier of America.

Q.—Just in the same way as they had taken the Hoxle contract? A.—Exactly.

Q.—Were the Ameses or Alley in the concern at that time? A.—Yes, sir.

Mr. McMurtrie—State in what capacity were they stockholders of the Credit Mobilier of America?

Mr. Gowen—They were not directors? A.—No, sir. Dillon was a director; Duff was in the Credit Mobilier of America—one of the active men; Bushnell was also in the Credit Mobilier of America, and one of the active men; Grant and Durant.

Figure-hends.

the right to extend.
Q.—To what point? A.—West of the city of Omaha.
Q.—It was not to go to the hundredth meridian? A.—No, sir.
Q.—The original Hoxie contract was only for a hundred miles west of Omaha, which did not extend to the hundredth meridian, but afterward it was alleged to have been extended? A.—It was extended to the hundredth meridian and there it ceased.
Q.—After this the Gezner contract? A.—That came in the summer of 1806. Then there was also a Boemer contract, which was also for building the road west of the hundredth meridian.

also a Boomer contract, which was also for building the road west of the hundredth meridian.

Q.—That never amounted to anything? A.—Oh yes, sir. There was work done under both of them. It was to supersede the Hoxie, and there was work done under both.

By Mr. Black—Not by both? A.—Not by the same people, who built under the Hoxie. They were figure heads. They put no money in and did no work. They were figure heads. There was work done under their contracts.

By Mr. Black—Was not the Credit Mobilier of America a figure head? A.—Entirely all through. It was all figure heads. All shams, except so far as the dividends went; they were reallities. The Pacific Raliroad built the road all the way through by their own officers.

Q.—Were these Gezner and Boomer contracts for different portions of the road? A.—Yes, sir. Q.—Then there was a contract got up or drafts of a contract between the Pacific Raliroad Company and a man named Williams? A.—Yes, sir. James E. Williams, one of the directors of the Credit Mobilier of America.

Q.—Was that Williams contract intended to supersede the Boomer and Gezner contracts. or for another portion? A.—Yes, sir. It was to supersede them.

Going for the Game.

Q.—It was to be a new contract? A.—It was to be a new contract, and it was to take them in and

opposing that.

The Williams Contract.

Mr. McMurtrie—Did he not obtain an injunction to stop it? A.—I think he did.

Mr. Biack—What was his objection as expressed by himself? A.—The objection that he had in both was to John B. Alley, Hazard, and the men that were managing it.

Q.—That there must be somebody managing the Credit Mobilier of America; that he should have confidence in him, or that would be under his control? A.—That he should have confidence in his integrity and fair dealing.

Q.—Who were the managing parties? Was Durant in it or not? A.—No sir, Dillon was President, and John B. Alley, Rowland, Hazard, Dillon, and Alley were the Executive Committee at that time.

They had drawn in Durant at that time without his knowledge.

Q.—He was still Vice-President and acting President of the Pacific Railroad? A.—He was Vice-President, but not acting President.

Q.—He was President? A.—No. sir. Oliver Ames was put in President, pro tem.

Q.—Then at that point Mr. Durant was not on good terms with Messrs. Ames and with Dillon and Alley? A.—He was on good terms with Dillon. So far as I know, he was on good terms with Alley and Hazard.

Q.—Was he with the Ameses? A.—He was on good terms with the Ameses. Alley and Hazard were the controlling spirits; they were the majority of the Executive Committee.

Q.—Were the Ameses on good terms with him?

A.—Not very; they were not thinking kindly of him.

A.—Not very; they were not thinking kindly of him.

Q.—At all events Mr. Durant was not a controlling power in the Credit Mobilier at that time?

A.—Oh, no. He was not even a director.

Q.—Then these three gentlemen got up this Williams contract? A.—Yes, sir; and they made it with the distinct understanding that it should be transferred to the Credit Mobilier of America by Williams.

Q.—It was like this? A.—Yes, sir. That was why Durant put his veto to it.

Q.—It was to transfer to the Credit Mobilier of America, and it was to take previous contracts?

A.—All that were made.

Q.—That is, the Boomer and the Gezner contracts? A.—Yes, sir.

Mr. McMurtrie—Durant put his veto on this thing, and it was never actually carried on? A.—Yes, sir.

The Work of Oakes Ames.

Mr. Gowen—Now we have got down to the

The Work of Oakes Ames.

Mr. Gowen—Now we have got down to the month of May, 1837. I want you to state as deliberately and carefully as you can all that you know about this Oakes Ames contract of October, 1857—the Oakes Ames contract—how it was got up, what its object was, why it was got ten up, and what was done under it? A.—I ought to know a good deal about that, for I was one of the committee that prepared it.

Q.—You were one of the committee that preprepared the Oakes Ames contract—a committee of what? A.—From the Union Pacific Railroad Company. of what? A.—From the Union Pacific Rauroad Company.

Q.—What else? A.—I have the original memoranda in the hand of the man who made it, with my figures filled in, which the records will prove are the figures at which prices were awarded.

Q.—Was the Credit Mobilier represented in the negotiations? A.—Dr. Durant had been the moving spirit in the Union Pacific Railroad Company from its organization until its close—that is to say, he furnished the brains for the concern. There was a great deal of bickering between the parties who had become the power in the Credit Mobilier of America and Durant and his friends. The election for the directors of

the Credit Mobiler of America occase amounts in May. These people had conceived—that is to say, what is known as the Ames faction; they were distinguished by the terms Ames faction and the Durant faction—they had conceived the idea of putting Durant out of the direct management of the Union Facific Railroad Company and Credit Mobilier. They had gone to him and got his proxy—whether they did it or not I don't know—assuring him they were going to make no change in the annual meeting, and he therefore didn't come.

How they Closed Durant's Even.

How they Closed Durant's Eves.

Q.—Where was he? A.—I think he was in New York, or perhaps gone West, but they assured him they would not make any changes. They assured he so that I gave my proxy, and they came to Philadelphia and ousted him. They came with that purpose. At the stockholders' meeting they did not elect him a director nor an officer; that is my recollection of it. He was not elected a director. They put in a new board, making billion President, and Dillon, Alley, and Hazard the Executive Committee of the Credit Mobilier of America, to whom all the powers of the Credit Mobilier of America are delegated, and I think buff was in the Railway Bureau, making a full corps. Things had got now in the Pacific Railroad to a pretty high pass; so high that in the meetings of tabloar and in the stockholders' meetings it almost resulted in blows. I think right at this time Durant had collared Williams and attempted to throw him out of the room. Just about then in the spring and sammer time, the things were pretty excessively high, I assure you. So it went on and went on. He had a pistol, and it was with great difficulty that some of his friends held Durant quiet. He felt that he had been betrayed, abused, misused, and standered by these men—Alley, Williams, and their cohorts. There was nothing to be done; these contracts were working along.

Q.—These? What do you mean? A.—I mean to say the Boomer and Gezner contracts were working along.

Q.—And the Hoxie contract? A.—The Hoxie